

LOAN FORGIVENESS AGREEMENT

This Loan Forgiveness Agreement ("Agreement") is made and entered into on, 2nd of July, 2025, by and between:

Lender: Christos Rialas, holder of a Cyprus Passport with No. L00237893, residing at 1A, Kouriou, 4132, Ypsonas, Limassol, Cyprus ("Lender"),
and

Borrower: Win Pro Key Ltd, a company duly registered under the laws of Cyprus with registration number HE 450444, having its registered address at Voukourestiou 25, Neptune House, 1st floor, Flat/Office 11, Zakaki, 3045, Limassol, Cyprus ("Borrower").

WHEREAS, the Lender has previously loaned the Borrower the amount of EUR 10,000 (Ten Thousand Euros) pursuant to a Loan Agreement dated 1st day of July, 2025 (the "Loan");

WHEREAS, the Lender acknowledges that the Loan has not yet been repaid by the Borrower;

WHEREAS, the Lender confirms that the full loan amount has been received by Win Pro Key and now desires to forgive the Loan in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties agree as follows:

1. Forgiveness of Loan

The Lender hereby irrevocably and unconditionally forgives the entire outstanding balance of the Loan, including any accrued interest or fees, thereby releasing the Borrower from any further repayment obligation.

2. No Further Claims

The Lender agrees not to make any further claims, demands, or initiate any legal actions against the Borrower in relation to the Loan.

3. Release

The Lender hereby releases and discharges the Borrower from any and all liabilities, obligations, claims, and demands arising out of or in connection with the Loan.

4. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the forgiveness of the Loan and supersedes all prior and contemporaneous understandings, agreements, or representations.

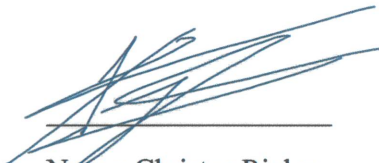
5. Governing Law

5.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Republic of Cyprus.

5.2. Each Party irrevocably agrees that, subject as provided below, the courts of the Republic of Cyprus shall have exclusive jurisdiction over any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Loan Forgiveness Agreement as of the date first above written.

For the **Lender**


Name: Christos Rialas

For the **Borrower**


Name: George Pittalis
Position: Director